

TELFAIR J. MASHBURN  
ATTORNEY AT LAW  
DAHLBERG BUILDING - TELEPHONE 4801  
BAY MINETTE, ALABAMA

15 February 1957

Hon. Taylor D. Wilkins, Sheriff  
Baldwin County, Alabama  
Bay Minette, Alabama

Re: Lord's Tire and Supply Company  
Vs: David Johnson

Dear Taylor:

The above styled cause has been on the docket for several months now, and your deputies have been unable to effect service. The defendant, David Johnson, resides on Route No. 1, Box 27-A, Fairhope, Alabama. Following are specific directions as to his residence:

Go to the last traffic light on the main street through Fairhope, turn left, and go to SQUALL Street. Turn right on Squall Street and go to the third church, turn right again and go one block, and defendant resides in the red brick tile house on that dirt street.

I should appreciate your having your Deputies make another effort to serve the defendant at once.

Thanking you in advance, I am

Sincerely yours,



Telfair J. Mashburn, Jr.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2778

Nov. TERM, 1955

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

DAVID JOHNSON

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

DAVID JOHNSON

, Defendant .....

by HERRON LORD, doing business as LORD'S TIRE & SUPPLY COMPANY

, Plaintiff.....

Witness my hand this 15 day of Nov. 1955

*Alice J. Duck*, Clerk

HERRON LORD, doing business as  
LORD'S TIRE & SUPPLY COMPANY,

Plaintiff,

VS.

DAVID JOHNSON,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. \_\_\_\_\_

C O U N T O N E

Plaintiff claims of the defendant the sum of Sixty-six and 70/100ths (\$66.70) Dollars, with interest from September 24, 1954, due by contract executed by the defendant on, to-wit: July 21, 1954, a true and correct copy of which contract is hereto attached, marked "Exhibit A", and, by reference, made a part hereof as if fully and completely set out therein; and plaintiff further avers that on, to-wit, September 24, 1954, the defendant breached said contract in that defendant failed and refused to pay said installment due on said date; and plaintiff further avers that on, to-wit, the 24th day of September, 1954, plaintiff did repossess said automobile tires and tubes described in "Exhibit A" and did sell the same for Sixty-nine and no/100ths (\$69.00) Dollars, under and pursuant to the terms of "Exhibit A"; and plaintiff avers that Sixty-nine and no/100ths (\$69.00) Dollars was the fair and reasonable market value of said automobile tires and tubes described in "Exhibit A" at the time of said repossession; and plaintiff avers that said sales price of Sixty-nine and no/100ths (\$69.00) Dollars has been duly credited to the defendant's account; and plaintiff avers that after all just credits have been allowed defendant there remains due and unpaid under and virtue of said contract the sum of Sixty-six and 70/100ths (\$66.70) Dollars, with interest thereon from September 24, 1954.

Plaintiff claims the benefit of waivers of exemption made in said contract by defendant; and plaintiff claims the furth sum of \$20.00 as attorney's fee, averring that \$20.00 is a reasonable fee, which said defendant agreed in said contract to pay.

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF.

Total Price \$ 148.70

Down Payment \$ 5.00

Balance	\$ 143.70
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COUNTY OF ROCK  
This agreement made and entered into this 21st day of July, 1951

and David Johnson, Rt. 1, Box 274, Daphne, Ala., hereinafter called Buyer.

That the Seller, in consideration of the payments, agreements, and conditions contained herein, has this day delivered and agreed to sell, and the Buyer hereby acknowledges receipt of and has agreed to buy from the Seller, upon the terms and conditions contained herein, the following personal property, to-wit: Tires and/or Tubes specifically described as follows:

## SCHEDULE OF PAYMENTS

7-27-54, 10.00

8-27-54, 15.00

9-27-54. 15.00

10-27-54, 15.00

11-27-54, 15.00

12-27-54, 15:00

1-27-55, 15.00

2-27-55, 15.00

3-27-55, 28, 70

and the buyer hereby transfers and assigns to the seller as additional security hereunder that certain motor vehicle described as follows, to-wit:

MAJOR  
Olds

MOTOR NO.

**LICENSE NUMBER:**

2-53-548

## MODEX

1948

The buyer has this day paid to the seller the sum of \$ 5.00, and hereby promises to pay to the seller, or order, at its regular place of business, the balance as indicated by the schedule of payments herein and the said installments shall bear interest after maturity, until paid, at the highest legal rate.

Title to the property, described herein, shall not pass by delivery to the buyer, but shall remain vested in the seller, or its assigns until all amounts secured hereby and all other indebtedness of buyer to seller herein have been fully paid. Any assignment of this contract or any extensions of the same shall not waive any of the conditions named herein.

The buyer agrees that the loss, injury or destruction named herein, whether with or without the fault of the buyer, shall not in any wise, or to any extent release the buyer from the payment as provided for herein.

The buyer agrees further that in the event any attorney be employed to collect, or to attempt to collect, the amount herein provided to be paid or any portion thereof, he (the buyer) will pay a reasonable attorney's fee, and the buyer as to the payment of this obligation, herein expressly waives the benefit of all laws providing for exemptions as to personal property.

Should the buyer fail to keep and perform any or all of his agreements herein contained and to pay promptly all sums herein provided to be paid, said seller or its assigns may, at its or their option, take possession of any or all of the property named herein, wherever found, without process of law, and without notice to the buyer, and all rights of the buyer hereunder shall cease and the seller or its assigns shall thereupon absolutely. The buyer does hereby expressly waive any right of action against the seller or its assigns for damages which may be claimed as a result of any future lawful or unlawful seizure, possession and or retention of said property, described herein, and also consents and agrees to waive any default (or in the event the buyer, for any reason, gives up or loses possession of the said property described herein), all unpaid balance of said purchase price shall forthwith become due and payable at the option of the seller. The buyer agrees that all payments made shall belong to and be retained by the seller, and the renewal value thereof for the non-fulfillment of this agreement, for loss in the value of the property, and for the renewal value thereof.

The seller may, by suit or otherwise, enforce collection of the payments provided for in this contract, but no legal proceedings in that respect shall be deemed any waiver of the seller's right to take possession of the property described herein on default or breach as aforesaid. And it is agreed that, upon the seller's so taking possession of the property described herein, the seller may sell the same at public or private sale at any time thereafter, without notice to the buyer, and the said seller or its assigns may become the purchaser thereof, and if the proceeds of the sale are insufficient to pay the sums due, the seller may collect the balance due from the buyer, and the seller shall be entitled to the satisfaction liens, and sale, including a reasonable attorney's fee, incurred in taking possession of said property described herein, or in or about the sale thereof, or in collecting in any manner any sums which may be due and owing hereunder; the deficiency shall be paid by the buyer, and any overplus shall be paid to the buyer. The waiver or indulgence of any default shall not operate as a waiver or successive defaults.

It is also further understood and agreed that any future credit extended to the buyer by the seller shall be done under the faith of, and secured by, this contract and such future credit transactions shall be subject to each and every term of this contract as long as this contract remains in the possession of the seller, whether the amount secured on the date of the making of said contract shall have been paid or not. At its option the seller may apply any payments made by the buyer first to any indebtedness or account due the seller, and the balance if, any, to the indebtedness mentioned in this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year written at the first of this contract.

By Lord's Tire & Supply Co. (Seal)  
Seller

**Witness:**

J. W. Harris

By David Johnson (Seal)

Address Rt. 1, Box 27A, Danhne Buyer

Employed By

I hereby certify that I have title to the above describe automobile in my name.

David Johnson

No. \_\_\_\_\_

## Conditional Sales Agreement

FROM \_\_\_\_\_

TO \_\_\_\_\_

This Sales Contract received and filed

\_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Recorded in Sales Contract Records

Vol. \_\_\_\_\_ Page \_\_\_\_\_

Recorder \_\_\_\_\_ County \_\_\_\_\_

**FILED**  
NOV 15 1955  
ALICE J. BUCK, Registrar

FOR VALUE RECEIVED, the Agreement (on the reverse side) and the note herein mentioned between \_\_\_\_\_ and the undersigned, and the property therein described, and all the right, title and interest therein of the undersigned are hereby sold, assigned and transferred to

THE GENERAL TIRE ACCEPTANCE CORPORATION  
AKRON, OHIO

its successors or assigns. The undersigned jointly and severally hereby guarantees full performance of said Agreement in all its terms and the prompt payment of any and all sums provided therein, together with collection expenses, costs and attorney's fees, and agrees to pay the attorney's fees and costs of enforcing this agreement. The undersigned jointly and severally hereby agrees that in the event of the non-compliance with any of the conditions of this Agreement, whether or not repossession has been made or undertaken, suit may be brought by the holder against any one or more or all of the parties hereto, whether or not suit has been commenced against the party or parties to the Agreement and without waiving any rights to later repossess. The undersigned jointly and severally hereby waives any and all notice of non-payment, demand, presentment or protest, which may be required under said Agreement, or note mentioned in same, or in connection therewith, and agrees that any extensions which may be granted by the holder hereof to the parties to said Agreement shall not in any manner release the undersigned and further agrees that all rights of the undersigned with respect to this assignment and guarantee shall be governed as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Alabama. The undersigned warrants that initial payment set forth in said Agreement has been made in Cash.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_, State of \_\_\_\_\_  
(Seller's Town)

Witness:  
\_\_\_\_\_

Signed \_\_\_\_\_ (Seal)

By \_\_\_\_\_

*Lord Tire & Supply Co.*  
*vs.*  
*David Johnson*

*Def may be served at*  
*Rt. 1, Box 27A, Daphne*  
*Ala.*

EXHIBIT A

Buyer

ST. J. BOX 27A, DAPHNE  
DALE 100000

15 February 1957

Hon. Taylor D. Wilkins, Sheriff  
Baldwin County, Alabama  
Bay Minette, Alabama

Re: Lord's Tire and Supply Company  
Vs: David Johnson

Dear Taylor:

The above styled cause has been on the docket for several months now, and your deputies have been unable to effect service. The defendant, David Johnson, resides on Route No. 1, Box 27-A, Fairhope, Alabama. Following are specific directions as to his residence:

Go to the last traffic light on the main street through Fairhope, turn left, and go to SQUALL Street. Turn right on Squall Street and go to the third church, turn right again and go one block, and defendant resides in the red brick tile house on that dirt street.

I should appreciate your having your Deputies make another effort to serve the defendant at once.

Thanking you in advance, I am

Sincerely yours,

*Telfair*  
Telfair J. Mashburn, Jr.

HERRON LORD, doing business as  
LORD'S TIRE & SUPPLY COMPANY,

Plaintiff,

VS.

DAVID JOHNSON,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. \_\_\_\_\_

C O U N T O N E

Plaintiff claims of the defendant the sum of Sixty-six and 70/100ths (\$66.70) Dollars, with interest from September 24, 1954, due by contract executed by the defendant on, to-wit: July 21, 1954, a true and correct copy of which contract is hereto attached, marked "Exhibit A", and, by reference, made a part hereof as if fully and completely set out herein; and plaintiff further avers that on, to-wit, September 24, 1954, the defendant breached said contract in that defendant failed and refused to pay said installment due on said date; and plaintiff further avers that on, to-wit, the 24th day of September, 1954, plaintiff did repossess said automobile tires and tubes described in "Exhibit A" and did sell the same for Sixty-nine and no/100ths (\$69.00) Dollars, under and pursuant to the terms of "Exhibit A"; and plaintiff avers that Sixty-nine and no/100ths (\$69.00) Dollars was the fair and reasonable market value of said automobile tires and tubes described in "Exhibit A" at the time of said repossession; and plaintiff avers that said sales price of Sixty-nine and no/100ths (\$69.00) Dollars has been duly credited to the defendant's account; and plaintiff avers that after all just credits have been allowed defendant there remains due and unpaid under and virtue of said contract the sum of Sixty-six and 70/100ths (\$66.70) Dollars, with interest thereon from September 24, 1954.

Plaintiff claims the benefit of waivers of exemption made in said contract by defendant; and plaintiff claims the furth sum of \$20.00 as attorney's fee, averring that \$20.00 is a reasonable fee, which said defendant agreed in said contract to pay.

*J. J. J. J. J.*  
ATTORNEY FOR PLAINTIFF.

Lord's Tire & Supply Co.  
(Dealer's Name)  
Street Address 757 Government Street  
Town and State Mobile, Ala. Date July 21, 1954

Total Price	\$ 148.70
Down Payment	\$ 5.00
Balance	\$ 143.70

STATE OF ALABAMA  
COUNTY OF MOBILE

This agreement made and entered into this 21st day of July, 1954

by and between Lord's Tire & Supply Co., hereinafter called Seller,  
(Dealer's Name)  
and David Johnson, Rt. 1, Box 27A, Daphne, Ala., hereinafter called Buyer.

WITNESSETH:

That the Seller, in consideration of the payments, agreements, and conditions contained herein, has this day delivered and agreed to sell, and the Buyer hereby acknowledges receipt of and has agreed to buy from the Seller, upon the terms and conditions contained herein, the following personal property, to-wit: Tires and/or Tubes specifically described as follows:

Quantity	SIZE	TYPE AND MAKE	Name of Article	SERIAL NUMBERS
4	760x15 4P	Black Saf-T-Miler	Tires	NVO-068818-07696
				NVO-061603-067623
4	760x15	General Passenger	Tubes	
4		Wheels Balanced		

## SCHEDULE OF PAYMENTS

[illegible]

and the buyer hereby transfers and assigns to the seller as additional security hereunder that certain motor vehicle described as follows, to-wit:

MAKE	MOTOR NO.	LICENSE NUMBER	MODEL
Olds		2-53-548	1948

The buyer has this day paid to the seller the sum of \$ 5.00, and hereby promises to pay to the seller, or order, at its regular place of business, the balance as indicated by the schedule of payments herein and the said installments shall bear interest after maturity, until paid, at the highest legal rate.

Title to the property, described herein, shall not pass by delivery to the buyer, but shall remain vested in the seller, or its assigns until all amounts secured hereby and all other indebtedness of buyer to seller herein have been fully paid. Any assignment of this contract or any extensions of the same shall not waive any of the conditions named herein.

The buyer agrees that the loss, injury or destruction named herein, whether with or without the fault of the buyer, shall not in any wise, or to any extent release the buyer from the payment as provided for herein.

The buyer agrees further that in the event any attorney be employed to collect, or to attempt to collect, the amount herein provided to be paid or any portion thereof, he (the buyer) will pay a reasonable attorney's fee, and the buyer as to the payment of this obligation, herein expressly waives the benefit of all laws providing for exemptions as to personal property.

Should the buyer fail to keep and perform any or all of his agreements herein contained, and to pay promptly all sums herein provided to be paid, and the seller or its assigns may, at its or their option, take possession of any or all of the property named herein, wherever found without process of law, and without notice to the buyer, and all rights of the buyer hereunder shall cease and terminate thereupon absolutely. The seller expressly waives any right of action against the seller or its assigns for damages which may be claimed as a result of any tortious or unlawful removal, repossession, and or retention of said property, described herein, and also consents to any action that upon any default (or in the event the buyer, for any reason, gives up or loses possession of the said property described herein), all unpaid balance of said purchase price shall forthwith become due and payable at the option of the seller. The buyer agrees that all payments made shall belong to and be retained by the seller as liquidated damages for the non-fulfillment of this agreement, for loss in the value of the property, and for the renewal value thereof.

The seller may, by suit or otherwise, enforce collection of the payments provided for in this contract, but no legal proceedings in that respect shall be deemed any waiver of the seller's right to take possession of the property described herein on default or breach as aforesaid. And it is agreed that, upon the seller's so taking possession of the property described herein, the seller may sell the same at public or private sale at any time thereafter, without notice to the buyer, and the said seller or its assigns may become the purchaser thereof, and if the proceeds of the sale are insufficient to pay all sums remaining unpaid hereunder and the expenses caused by such repossession, removal, reparation, liens, and sale, including a reasonable attorney's fee, incurred in taking possession of said property described herein, or in or about the sale thereof, or in collecting in any manner any sums which may be due and owing hereunder, the deficiency shall be paid by the buyer, and any overplus shall be paid to the buyer. The waiver or indulgence of any default shall not operate as a waiver or successive defaults.

It is also further understood and agreed that any future credit extended to the buyer by the seller shall be done under the faith of, and secured by, this contract and such future credit transactions shall be subject to each and every term of this contract as long as this contract remains in the possession of the seller, whether the amount secured on the date of the making of said contract shall have been paid or not. At its option the seller may apply any payments made by the buyer first to any indebtedness or account due the seller, and the balance if, any, to the indebtedness mentioned in this contract.

It is expressly agreed that this writing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year written at the first of this contract.

By Lord's Tire & Supply Co. (Seal)  
Seller

**Witness:**

J. W. Harris

By David Johnson (Seal)  
Buyer

Address Rt. 1, Box 27A Daphne.

Employed By \_\_\_\_\_

I hereby certify that I have title to the above described automobile in my name.

David Johnson





SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2778

Nov. TERM, 1955

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon

DAVID JOHNSON

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

DAVID JOHNSON

Defendant

by HERRON LORD, doing business as LORD'S TIRE & SUPPLY COMPANY

Plaintiff

Witness my hand this 15 day of Nov. 1955

Alice J. Russell, Clerk

No. 2778

Page

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

HERRON LORD, d/b/a

LORD'S TIRE & SUPPLY COMPANY

vs. Plaintiffs

DAVID JOHNSON

RECORDED

Defendants

SUMMONS and COMPLAINT

Filed NOV. 15, 1955

Alice J. Duck, Clerk

REFAIR J. MASHURN, JR.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 1, Box 27A, Daphne, Ala.

RECEIVED IN OFFICE

Nov. 15, 1955

Rayford Williams, Sheriff

I have executed this summons

this, 19

by leaving a copy with

Dec 19 55  
Not found in my county after diligent search and in-  
quire.  
childress  
Sheriff  
Deputy Sheriff

Not found  
8-71-56

Sheriff

Deputy Sheriff